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BESCOM

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

(Wholly owned Government of Karnataka undertaking)

VOLUME-I

SECTION – ITB (INSTRUCTION TO BIDDERS)
ENQUIRY No CEE/BMAZ (N)/EE(C)/ENQ-04/2024-25

1.0 The Chief Engineer (Ele), BMAZ(N), on behalf of Bangalore Electricity Supply Company limited, invites tender through **KPP Portal for Providing 74 Numbers of Sweepers for House Keeping Services to the BMAZ (North) Jurisdiction offices (Zone, Circle, Division, Sub division & Section/ O & M offices) BESCOM Bangalore.**

1. Enquiry No.	**CEE/BMAZ(N)/EE(C)/ENQ- 04/2024-25**
2. Tender processing fee	**Refer KPPP website.**
3. Amount Put to Tender (Inclusive of GST)	**1,83,86,637.00**
4. Earnest Money Deposit	**Rs. 1,84,000.00**
5. Due date for submission of Bids	**30.08.2024**
6. Tender System	Two Cover Tender
7. a) Date of opening of Technical bid b) Date of opening of Price Bid	**a) Will be opened in KPPP portal on the prescribed date as mentioned in the Tender Notification** **b) Will be Intimated later**
8. Name of the Work	**Providing 74 Numbers of Sweepers for House Keeping Services to the BMAZ (North) Jurisdiction offices (Zone, Circle, Division, Sub division & Section/ O & M offices) BESCOM Bangalore.**
9. Schedule of requirements	**As mentioned in the tender documents**
10. General Terms and Conditions	**Enclosed herewith**
11. Scope of the work and Specifications.	**Enclosed herewith**
12. Price Bid	**The Bidder has to quote the Service Charges amount in Rupees (Rs) per person per month in KPP portal**

	exclusive GST.

2.0 Submission of tender documents

All the Tender Documents shall be submitted through KPP Portal on or before Last date of bid submission as mentioned in KPP Portal.

The technical bids will be opened on 31.08.2024 as mentioned in KPP Portal. Date of opening of Price Bids will not be intimated separately and will be opened in KPP portal after completion of techno commercial evaluation.

3.0 QUALIFYING REQUIREMENTS

TECHNICAL CRITERIA

1. The bidder/bidder shall be any of the following:
   a) Company
   b) Partnership firm
   c) Proprietorship

   a) In case of company: A certificate issued by the registrar of companies as per the companies Act 1956 / 2013 OR

   A certificate of LLP (Limited Liability Pvt Ltd) issued by the Ministry of Corporate Affairs, GOI.

   Board resolution copy, Memorandum of Article of Association and valid general power of attorney.

   b) In case of partnership firm: A certificate issued by the registrar of firms as per the Partnership Act. 1932, partnership deed and valid general power of attorney.

   c) In case of proprietorship: A certificate issued by any Statutory Authority in the State.

2. 'Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka. i.e., Form 'C'.
   Nature of business should be Manpower supply.

   (a) 'Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka. i.e., Form 'C'.
   Nature of business should be Manpower supply shall be uploaded.

3. The bidder/bidder should have provided 60 Nos (80% of 74 Nos) of sweepers/ Cleaners service in a single contract/ work order to any Govt electrical utilities /any Boards, corporations, universities/ PSUs / any other Govt utilities for a minimum continuous period of 06 months during any one year in the preceding three years i.e FY 2021-22, 2022-23 & 2023-24 as on the last date of bid submission.

   a) The Work Award/contract award/ work entrustment order copies duly mentioning the No. of sweepers provided and "Work Satisfactory Performance Certificate" duly signed by the Organization not below the rank of the Executive Engineer/ equivalent cadre shall be uploaded.

4. The bidder should have provided sweepers amounting to Rs. 92.00 lakhs (50% of amount put to tender) in a single contract order in any one year to any Govt electrical utilities /any Boards, corporations, universities/ PSUs / any other Govt utilities during the preceding three years i.e FY 2021-22, 2022-23 & 2023-24 as on the last date of bid submission.
   (a) The work Award/ Order/DWA copies duly mentioning the awarded amount and "Work Satisfactory Performance Certificate" duly signed by the Organization not below the rank of the Executive Engineer/ equivalent cadre shall be uploaded.

5. The Agency should have been registered under EPF, ESI and GST from the competent Authority and the following valid registration certificates/Records shall be uploaded.
   a. EPF registration certificate.
   b. ESI registration certificate.
   c. PAN card.
   d. GST registration certificate.
   e. EPF & ESI Challan's for having paid towards the Man Power services provided shall be uploaded as per QR No (3).

   Original scanned copies of EPF/ESI/PAN/GST Registration certificates in the name of the bidder shall be uploaded.

6. The Bidder should not have been black listed by any entity.
   (a) Self-declaration in their letter head shall be uploaded.

7. The Bidder should not have defaulted in providing manpower services and remittance of EPF, ESI, GST etc., and other statutory deductions as per the Labour norms
   (a) Self-declaration in their letter head shall be uploaded.

8. A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format:
   "I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"
   (a) Self-declaration Certificate in the said format in their letter head shall be uploaded.

Financial Criteria

9. The Average Annual Turnover shall not be less than the amount put to tender i.e Rs. 184.00 lakhs in any two years during the previous 05 financial years i.e., , 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24

(a)The agency shall be an assessed under Income Tax Act. IT returns Copies of the last three years shall be uploaded along with relevant annexures shall be uploaded.

(b)The annual turnover certificate issued by the Chartered Accountant / Statutory Auditor Balance sheet and P & L statement of the respective years duly certified by the Chartered Accountant / Statutory Auditor shall be uploaded.

10. The liquid assets as on the date of tender before submission of the bid (cash at bank + term deposits + availability of fund based credit facility in any Nationalized / Scheduled commercial bank) shall not be less than 30% (Rs. 55.16 lakhs) of the amount put to tender (Rs. 183.87 lakhs) duly supported by the bank statement shall be uploaded.

Availability of fund based credit facility shall be supported by a certificate issued by any Nationalized / scheduled commercial bank duly indicating the sanctioned amount, amount utilized and balance available.

(a) The cash at Bank and term deposits with the Bank as on the date of bid submission shall be supported by the certificate issued by a Bank.

(b) The availability of fund based credit facility shall be supported by a certificate issued by the Nationalized / Scheduled commercial Bank with whom the bidder has the banking facility.

Bank statement shall be uploaded

The Bidder shall upload all the necessary documentary proof in support of the qualifying requirements in the KPP portal. Non-submission of the proof leads to disqualification.

4.0 Even though the bidders meet above qualifying criteria, as per their statements they are subject to be disqualified apart from forfeiting EMD.

- ◊ Made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and /or Record of poor performance such as not properly completing the contract of financial failures etc.,
- ◊ The bidder shall indicate any deviations to terms & conditions if any. Otherwise it will be presumed that, the bidder has accepted terms & conditions of the tender.
- ◊ Details of Payments Receipts shall be uploaded towards payment of Professional Tax, EPF, ESI and GST taxes.
- ◊ After awarding the contract to the agency if the related documents furnished, found to be incorrect or false or fake, such agencies orders will be cancelled without any notice, apart from initiating legal action.

- ◊ The bidder shall state that the staff deployed by him to work in office hours and to discharge duties as per the instructions of the concerned officer.
- ◊ BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.
- ◊ The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.
- ◊ The tender not submitted through KPP portal and also non-submission of EMD is liable to be rejected.

- ◊ **The Bidder should not have been blacklisted by any entity.**
- ◊ BESCOM will not be responsible for not getting internet connection while downloading the electronic bid sheets/documents or while uploading their offers.
- ◊ The Tenderer should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.
- ◊ The person/firm who is having criminal background or insolvent is not eligible to participate in the tender.
- ◊ The offers shall be in general conformity with the specifications. Any Technical/Commercial deviations from the specifications shall be clearly brought out in the techno commercial of the offer. If deviation certificate is left unfilled, it will be treated as there are no deviations and the contractor has accepted the tender conditions.
- ◊ In the areas where ESI Act is not covered, the Agency shall obtained insurance cover for the Workmen’s Compensations for such outsourced staff in lieu of ESI.
- ◊ The Successful Agency shall have obtained license as required under the Contract Labour (Regulation and Obligation) Act, 1970 and Karnataka Rules, 1974.
- ◊ The said Agency shall maintain relevant registers and records under the applicable enactments.
- ◊ It the Agency assigns or sub-lets the obligations under the agreement, the work order awarded shall automatically stand cancelled.

- ◊ The Agency Shall ensure that one of its representative/supervisor is available at the pre-notified address with contact number so that they can be contacted in case of need, at any time i.e. 24 X 7 on all 365 days.

- ◊ In the event of agreement being extended the Agency shall continue to provide outsourced staff on the same terms and conditions of the agreement.
  Quantities noted above are provisional and subject to change as per provisions of KTPP Act.
- ◊ **The Contract is for a period of One year** (In case of any unsatisfactory performance, BESCOM has the right to cancel the order without giving any notice).
- ◊ **Based on the performance, BESCOM may extend the contract for further period on the same terms and conditions.**

5.0 As per GOK order No: **¹D¸ÀÄE 02 ¸À»ªÀÄ 2022,** Bangalore dated 28.12.2022, out of the total person engaged as man power 17% and 7% shall compulsorily belong to SC & ST community respectively The list for the same along with caste certificate issued by the competent authority shall be submitted before deploying manpower to work.

6.0 As per the BESCOM circular No: BESCOM/GM(A & HR)/BC-50/2505/2022-23/Cys-5 dated 02.07.2022, out of the total person engaged as manpower 33% shall compulsorily be women candidate.

7.0 The normal working hours for the House keepers:

i) General – 8.00 am to 4.00 pm.

8.0 Supervision:-

Agency shall inspect from time to time and ensure satisfactory performance of the staff so provided by them.
Hourly once cleaning chart should be displayed with directions of work done.

9.0 Remunerations:-

Agency shall be responsible for the payment of salaries and other benefits, including ESI, PF, etc., and any other statutory liabilities to its staff. BESCOM will not be responsible for non-payment of remunerations to the staff's/Personnel under any circumstances.

10.0 Mode of payment:

1) Payment will be arranged at Concerned Circle offices, BESCOM (North & East)

2) Agency shall submit the bill in duplicate to Superintending Engineer (Ele) North / East Circle office within 8th of the succeeding month along with the attendance extract prepared by agency.

3) The concerned Asst Executive Engineers (Ele) of Sub divisions & Executive Engineer (Ele) of divisions shall certify the bills & Attendance extract for

deputed number of sweepers have attended regularly and have carried out the work satisfactorily.

4) The bill certified from AEE (Ele) of Sub division's & EE (Ele) of division's will be countersigned by the Superintending Engineer (Ele), Concerned Circle for payment of remuneration, of the Staff before 7th of the succeeding month. 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries before 15th of the succeeding month.

5) Before issuing the cheque to the agency, the head of the office should ensure that the Agency shall produce bank statement of staff, as proof for having paid the previous month salary and EPF/ESI to the individual employees of the said contract order. Any default in compliance, the agency shall be held responsible.

6) The Agency should produce the salary slip by showing the authenticated EPF code, ESI code and corresponding EPF & ESI deductions to the individual staff's of the said contract order.

11.0 All provisions related as per the Acts noted below shall be provided to the staff's

By the Agency only and Agency shall provide all related benefits under these following workmen's Act related to Labour law.

a) Minimum Wages Act, 1948.
b) Payment of Wages Act, 1936.
c) Contract Labour (Regulation and Abolition) Act, 1970.
d) Employees PF and Miscellaneous Provision Act, 1952.
e) Employees State Insurance Act, 1948.
f)Workmen's Compensation Act.
g) Gratuity Act and related all Labourers Law and Rules pertaining to labourers.

12.0 The Agency shall furnish the following original documents/ enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

1) Attested copy of challan consisting details of EPF/ESI and GST paid during previous month to the respective Govt/Central authorities along with the Employees details.
2) Copy of EPF paid in the formats such as 5A,10,12A and ESI paid in format 7
3) Copy of format 3A and 6A (For annual EPF paid) and format 6 (For Half yearly ESI paid).
4) Copy of GST paid challans.
5) Each year during the month of December, Rs 20/-from each employee has to be deducted towards Labour Welfare Fund and a contribution of Rs.40/- (each) from the contract agency side has to be paid to Welfare

Commissioner, Karnataka Labour Welfare Board, MYSUGAR building Annex, 2nd Floor, J.C Road, Bangalore-2. The payment details pertaining to this has to be furnished in the next subsequent monthly bill.

13.0 Dispute:

In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to the Chief Engineer (Ele), BMAZ(N), BESCOM, Bangalore - 48 whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate Courts in Bangalore Jurisdiction and in case of any dispute between the Contractor and the engaged Manpower, BESCOM will not be a party and this has to be settled by the contractor himself at his own cost.

14.0 Two cover Tender

Tender should be in **two** parts namely **Part-I: Technical** Bid containing full technical particulars and commercial terms and conditions.

Part-II: Price Bid containing prices.

15.0 INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:

a) The bid must clearly indicate the name of the bidder, the type of **services to be provided.**
b) The documentary evidence in respect of qualifying requirements shall be uploaded by the bidder in the form of **Electronic/Scanned** copies in the KPP Portal by the participating Bidders.

16.0 Part II: PRICE PROPOSALS:

The Bidder has to quote the Service Charges in Rupees (Rs) per person per month in KPP portal exclusive GST.

17.0 COST OF BIDDING

The Bidder **shall bear** all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other Presentations etc, and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

C.

18.0 CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

Bid Documents	Bid Documents in the following format will be available in the web site.
	Volume-I
	Section-ITB-Instructions to Bidders
	Section-GCC-General Terms and Conditions of Contract

	Volume-II
	Section- a) Qualifying requirements details- **Annexure-A** b) Price Schedule – **Annexure- B** (For reference only)

19.0 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to upload all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

20.0 CLARIFICATIONS ON BID DOCUMENTS

- If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to owner. The owner, then, will issue interpretation(s) and clarification(s) as he may think fit in writing.

  After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Instructions to Bidders. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify owner in writing. Owner will respond in writing /upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than fifteen (07) days prior to the deadline for submission of bids prescribed by owner. Written copies of owner's response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have received the Bidding Document.
- Verbal clarification and information given by owner or his employee(s) or his representative(s) shall not in any way be binding on owner.

21.0 AMENDMENT TO BIDDING DOCUMENT

- At any time prior to the deadline for submission of bids, owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment (s).
- The amendment will be notified in e-Procurement portal to all prospective Bidders. Owner will bear no responsibility or liability arising out of non-acknowledgment of the same before submitting the bid.

- In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, owner may, at its discretion, extend the deadline for the submission of bids as deemed fit.
- Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

D. PREPARATION OF BIDS

22.0 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and BESCOM shall be written in the **English language**, provided that any printed literature uploaded by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

23.0 DOCUMENTS COMPRISING THE BID

- The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the services to be rendered, a brief description of services, quantity and prices and **upload in the KPP portal**.
- The Bidder shall also **upload** documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying General Conditions of Contract if any.
- The Earnest Money Deposit shall be uploaded /furnished in accordance with the EMD clause.

24.0 EARNEST MONEY DEPOSIT (BID GUARANTEE)

The bidders shall pay EMD of **Rs 1,84,000/-** through any one of the four e-payment modes mentioned in the e-Procurement Portal which is as detailed below:

E-payment modes for Tender Processing Fee & Earnest Money Deposit (EMD).

The supplier/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the KPP portal using any of the following payment modes:

- **Credit Card**
- **Direct Debit**
- **National Electronic Fund Transfer (NEFT)**
- **Over the Counter (OTC)**

- Earnest money deposited by unsuccessful Tenderers will be returned as soon as possible after the tender has been finalized.

- EMD of successful bidder will be refunded after fulfilment of security deposit clause/Performance Guarantee clause.
- The deposit towards EMD as above shall not carry any interest.
- **Permanent EMD will not be considered.**

25.0 PERIOD OF VALIDITY OF BIDS

- Bids shall remain valid for **180 Days** from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.
- In exceptional circumstances, owner may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including cable or telex). A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify its bid.

26.0 FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

D. SUBMISSION OF BIDS

27.0 FORMAT OF BID

26.1 The bids shall be **uploaded in the KPP portal**, on or before the last date and time of submission of bids. Bids not submitted through KPP portal and non submission of EMD will be disqualified.

26.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the KPP website. **(KPP.gov.in)**

28.0 DEADLINE FOR SUBMISSION OF BIDS

27.1 Bids must be uploaded in the KPP portal on or before **28.08.2024**

27.2 Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

29.0 MODIFICATION AND WITHDRAWAL OF BIDS

28.1 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by owner prior to the deadline prescribed for submission of bids.

28.2 No bid may be modified subsequent to the deadline for submission of bids.

28.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

E. BID OPENING AND EVALUATION

30.0 OPENING OF BIDS

29.1 Owner will open bids submitted through KPP portal in the presence of Bidders' representatives (up to 2 persons) who choose to attend at the date and time for opening of bids or in case any extension has been given thereto, on the extended bid opening date and time notified to all the Bidders. The Bidders' representatives, who are present, shall sign in a register evidencing their attendance.

29.2 The Bidders' names, bid withdrawals and the presence or absence of the requisite EMD and such other details as owner, at its discretion, may consider appropriate will be announced at the techno-commercial bid opening.

29.3 No electronic recording devices will be permitted during bid opening.

31.0 Price bids of techno-Commercially responsive bidders will be opened in KPP portal after completion of techno-commercial evaluation. Separate intimation regarding date of opening of price bids will not be issued.

CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

32.0 PRELIMINARY EXAMINATION

31.1 Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether all the necessary documents have been properly uploaded, and whether the bids are generally in order.

31.2 Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

33.0 EVALUATION/COMPARISON OF PRICE BIDS

32.1 **BASIS OF EVALUATION & COMPARISON**

The bidders shall quote for the Manpower service and material portion in price schedule by clearly indicating the break up as mentioned in the price

bid and L1 will be arrived based on the total price quoted for the services. (As of price schedule)

32.2 **The techno – commercial evaluation:**

For purpose of these clauses, a substantially responsive Bid is one, which conforms basically to all the terms and conditions of the Bidding Documents without material deviation & confirming to technical specifications.

The Techno-commercial Bids will be evaluated generally on the following points but not restricted to the same.

a) Payment of the EMD
b) Qualifying Requirements.
c) Acceptance for payment terms & confirming to all terms and other commercial conditions.
d) A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
e) Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

34.0 COMPARISON OF PRICE BIDS

The Chief Engineer (Ele), BMAZ (North) BESCOM, Bangalore will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids. The comparison shall be on the basis of total cost services, which shall include all the wages as well as taxes and also any discounts offered by the Bidder.

All evaluated bid prices of all the Bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest Bid will be selected for the award of the Contract.

35.0 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration. Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

36.0 NEGOTIATIONS:

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any

price negotiations, except with the lowest quoting bidder, whose offer is found to be fully technically compliant.

F. ISSUE OF CONTRACT ORDER

37.0 AWARD CRITERIA

The Chief Engineer (Ele), BMAZ(North) BESCOM, Bangalore, will place the Contract Order on the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. Owner shall be the sole judge in this regard.

38.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for owner's action.

39.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

40.0 NOTIFICATION OF AWARD: Prior to the expiration of the period of bid validity and extended validity period, if any, owner will notify the successful Bidder in writing by registered letter or fax, that its bid has been accepted.

41.0 TERMINATION FOR DEFAULT:

BESCOM may without prejudice to any other remedy for breach of Contract by 14 days written notice of default sent to the Service Provider, terminate the Contract in whole or in part.

a) If the Service Provider fails to deliver any or all of the goods/ items /services within the time period(s) specified in the Contract or any extension there of granted by BESCOM.

b) If the Supplier fails to perform any other obligation(s) under the Contract.

42.0 Issue of contract Order

Contract order will be issued by the Chief Engineer (Ele), BMAZ (North) BESCOM, Bangalore. What ever may be the conditions of sale specified or indicated in the quotations, it is only the conditions indicated in the Contract Order and Scope of the work / technical specifications which will be binding upon BESCOM. On receipt of the Contract Order if any successful bidder

finds his inability to accept any of the terms/conditions, he shall raise the issue specifically and immediately get the matter clarified.

43.0 Further details/clarifications if required can be had from the office of the undersigned Contact person:

Executive Engineer (Civil) BMAZ(N) on 9480816101
Asst Engineer (Civil), on 9945155625

For any enquiries/held with respect to the tender floated in the KPP portal the details are as follows:

Supports Timings: (9.00 am to 9.00 pm)
Help Desk: 080-22485867/22485927 or E-mail:
hphelpdesk.blr@rteservices.com

Chief Engineer (Ele),
BMAZ(North), BESCOM.